

1 company.

2 Q You are not an expert on
3 bandwidth, are you?

4 A No.

5 Q Mr. Ortman is an expert on
6 bandwidth, isn't he?

7 A Yes, he knows a lot more about it
8 than me.

9 Q That is his specialty within the
10 company, correct?

11 A No, that is not his specialty
12 within the company, but he is in the field
13 organization, so he is a lot closer to the
14 field.

15 Q So he understands more precisely
16 what each system's bandwidth constraints are
17 than you do, correct?

18 A Yes.

19 Q How many channels has Comcast
20 dropped to make room for MASN?

21 A I don't have the specific details.
22 I know that CSN MA was dropped in some

1 systems.

2 Q Is that the only instance that you
3 can think of where Comcast dropped a channel
4 to make room for MASN?

5 A That is the only instances that I
6 know of. There may have been others.

7 Q Is it true that in September of
8 2007 Comcast launched MASN on 750 megahertz
9 systems?

10 A Yes.

11 Q Is it true that --

12 A Well, they launched it -- to
13 clarify, they launched it in systems that were
14 required under --

15 Q Mr. Bond, I'm asking about
16 technological things. I'm not asking about
17 contracts, okay? Just technologically, the
18 systems, some of the systems that were
19 launched in 2006 in September were 750
20 megahertz; correct?

21 A Yes.

22 Q And some of those systems that

1 launched MASN in September of 2006 were 550
2 megahertz, correct?

3 A I believe so.

4 Q And some of the systems that
5 launched MASN in either September, 2006, or
6 April 2007 were less than 550 megahertz;
7 correct?

8 A I don't really know.

9 Q In negotiating the deal with MASN,
10 you did not give thought to whether the Tri-
11 Cities would be included on the list of
12 Schedule A, correct?

13 A No.

14 Q You did not give -- sorry. You
15 did not give thought; is that yes or no? Did
16 you think that --

17 A Sorry.

18 JUDGE SIPPEL: Try it again.

19 MR. FREDERICK: I don't want to
20 be unfair to you, Mr. Bond. So if the
21 question isn't clear, I do want you to clarify
22 it.

1 JUDGE SIPPEL: You don't worry
2 about it. You just ask the question. I'll
3 worry about it. Go ahead.

4 MR. FREDERICK: Well, I want the
5 record to be clear.

6 JUDGE SIPPEL: It's going to be
7 clear. But you have to ask the question.

8 BY MR. FREDERICK:

9 Q In negotiating the deal with MASN,
10 you did not think about whether the Tri-Cities
11 would be included on the list of Schedule A?

12 A No, I didn't think .

13 Q You did not think about whether
14 Roanoke-Lynchburg would be included on the
15 system list; correct?

16 A I don't recall thinking about
17 those systems specifically. I may have
18 thought about it at the time. I have no
19 recollection today that I thought about those
20 systems.

21 Q And you did not discuss those
22 systems with the MASN negotiators; correct?

1 A I think what I said earlier is I
2 don't recall discussing those systems with the
3 negotiators.

4 Q And you don't recall discussing
5 Harrisburg specifically either, correct?

6 A Yes.

7 Q You don't recall discussing
8 Harrisburg with people within your group;
9 correct?

10 A Yes.

11 Q It didn't occur to you to tell
12 MASN that Comcast was not putting Harrisburg
13 on the list when Comcast transmitted Schedule
14 A; correct?

15 A Yes.

16 Q In your deposition you testified
17 that you did not recall specifically raising
18 150,000 former Adelphia subscribers in
19 Roanoke-Lynchburg that would not be launched;
20 correct?

21 A That is correct.

22 Q Sitting here today has your memory

1 been refreshed as to the conversations about
2 the former Adelpia systems in Roanoke-
3 Lynchburg?

4 A No, I don't recall discussing it
5 with MASN.

6 Q So as you sit here today, your
7 testimony is you do not recall the subject of
8 the former Adelpia systems in Roanoke-
9 Lynchburg and the other Virginia areas;
10 correct?

11 A No, I don't recall.

12 Q Did the issue of price come up
13 with MASN with respect to any particular zone
14 in the August, 2006 timeframe?

15 A I have a hazy recollection of the
16 discussions of price. I think what we did in
17 that negotiation is we took a discount off the
18 rate structure, and that is how we reached a
19 price accommodation.

20 Q [REDACTED]
21 [REDACTED]?

22 A Yes.

1 Q You did not negotiate a different
2 price for zone one than what MASN proposed
3 other than the [REDACTED], correct?

4 A Yes.

5 Q And you did not propose a
6 different price other than what MASN proposed
7 in the [REDACTED] for zone two,
8 correct?

9 A Yes.

10 Q And the same would be true for
11 zone three, correct?

12 A Yes.

13 Q And zone four, correct?

14 A Yes.

15 Q And zone five, correct?

16 A Correct.

17 Q And zone six, correct?

18 A Yes.

19 Q So Comcast's price negotiation

20 [REDACTED]
21 territory, correct?

22 A [REDACTED].

1 Q There was no specific price
2 negotiation with respect to Harrisburg,
3 correct?

4 A Right.

5 Q There was no specific price
6 negotiation with respect to Roanoke-Lynchburg,
7 correct?

8 A Yes.

9 Q There was no specific price
10 negotiation with respect to Tri-Cities;
11 correct?

12 A Yes.

13 Q And with respect to the scattered
14 unwatched systems, there was no specific
15 negotiation over the price of those either,
16 correct?

17 A Right.

18 Q There was no discussion of demand
19 in Harrisburg in July and August of 2006,
20 correct?

21 A Yes.

22 Q There was no discussion of demand

1 in the Roanoke-Lynchburg area in July-August,
2 2006, correct?

3 A Correct.

4 Q There was no discussion of demand
5 in the Tri-Cities area in July-August of 2006,
6 correct?

7 A Correct.

8 Q There was no discussion of legacy
9 of carriage of the Orioles with the MASN
10 negotiators in Harrisburg in the July-August
11 2006 timeframe, correct?

12 A I don't recall it.

13 Q You did not discuss legacy of
14 carriage with the MASN negotiators for
15 Roanoke-Lynchburg in the July-August 2006 time
16 period, correct?

17 A I don't recall that.

18 Q And you did not discuss legacy of
19 carriage for the Orioles in the Tri-Cities
20 area in the July-August 2006 time period;
21 correct?

22 A I don't recall that.

1 Q Was there any discussion of legacy
2 of carriage with the MASN negotiators in the
3 July-August 2006 time period?

4 A What I said earlier is, I don't
5 recall discussing any of these markets. I
6 don't recall talking about the demand studies,
7 or the legacy fo carriage. I don't recall any
8 of those discussions in this time period.

9 Q In the April, 2007 period did you
10 discuss legacy of carriage in Harrisburg with
11 the MASN negotiators?

12 A I actually don't recall that topic
13 coming up.

14 Q Did you raise the issue of legacy
15 of carriage in Harrisburg with the MASN
16 negotiators in April, 2007?

17 A I don't recall that.

18 Q Did you raise the issue of legacy
19 of carriage in the Roanoke systems in the
20 April, 2007 time period?

21 A I don't recall that.

22 Q Did you raise the issue of legacy

1 of carriage in the Tri-Cities DMA in the
2 April, 2007 time period?

3 A I don't recall that.

4 Q Did you raise the issue of
5 bandwidth in Harrisburg in the April, 2007
6 time period?

7 A I think we did talk about
8 bandwidth in that meeting.

9 Q Did you represent that Comcast
10 lacked sufficient bandwidth in Harrisburg in
11 April, 2007?

12 A I think we generally talked about
13 -- excuse me, we generally talked about
14 bandwidth and the limitations of bandwidth.
15 I don't know if we specifically talked about
16 that, the same -- Harrisburg. But we
17 generally talked about bandwidth issues.

18 Q Did you represent that Comcast
19 lacked bandwidth to launch MASN in the Tri-
20 Cities area in April, 2007?

21 A I think we -- I don't have a
22 specific recollection of talking about that

1 area or that system. I think in that meeting
2 among the other items that were under
3 discussion we talked about bandwidth in the
4 systems, and the constraints of launching
5 channels. I don't recall specifically talking
6 about individual systems.

7 Q Did you represent that Comcast
8 could not launch MASN in any specific system
9 because of a lack of bandwidth?

10 A I think we generally -- my
11 recollection here today is we generally talked
12 about bandwidth, as we talked about it in the
13 ensuing year of settlement negotiations. But
14 I don't recall in that meeting specifically if
15 it went detailed for each system.

16 Q Did you discuss consumer demand
17 with MASN in the Tri-Cities area in April of
18 2007?

19 A I don't recall that.

20 Q Did you do a consumer demand study
21 between August, 2006, and April 2007?

22 A I didn't, no.

1 Q Did Comcast do a consumer demand
2 study in the Tri-Cities area for MASN's
3 programming between August, 2006 and April,
4 2007?

5 A Not that I'm aware of.

6 Q Did Comcast do a consumer demand
7 study for MASN's programming in the Roanoke-
8 Lynchburg area between August, 2006 and April,
9 2007?

10 A Not that I'm aware of.

11 Q Did Comcast do a consumer demand
12 study for MASN's programming in the Harrisburg
13 city region between August, 2006 and April,
14 2007?

15 A Not that I'm aware of.

16 Q Your testimony in your direct
17 testimony is that it was not a sufficient
18 value proposition for Comcast to carry MASN;
19 is that your testimony?

20 A Yes. What paragraph was that, Mr.
21 Frederick?

22 Q Paragraph 29.

1 A Yes.

2 Q In August 2006 you never gave MASN
3 an opportunity to make a pitch about the value
4 proposition for the systems that were
5 unlaunched, did you?

6 A I didn't foreclose the
7 opportunity. We discussed -- we negotiated an
8 agreement. We negotiated a launch obligation.
9 I don't recall them saying you should launch
10 in Harrisburg. And the contract covered
11 Harrisburg; we could launch in Harrisburg. We
12 could launch and we did launch in other
13 systems that were not on Schedule A. They
14 were simply not obligated.

15 Q Mr. Bond, let me just ask the
16 question a different way.

17 In August of 2006, did you give
18 MASN representatives an opportunity to discuss
19 the value proposition with respect to MASN's
20 programming the systems that were not launched
21 by Comcast; yes or no.

22 A Yes.

1 Q Which systems did you specifically
2 describe for MASN as lacking a value
3 proposition that were not launched by Comcast
4 in these August 2006 negotiations?

5 A MASN had -- I did not foreclose --
6 I think your question was, did you give them
7 an opportunity. They had an opportunity to
8 discuss whatever they wanted to discuss. I
9 did not tell them they couldn't discuss
10 anything. We were engaged in a negotiation,
11 and they could say whatever they wanted to
12 say.

13 Q Mr. Bond, you testified that the
14 subject of Harrisburg did not come up,
15 correct?

16 A I said I don't recall discussing
17 Harrisburg.

18 Q Mr. Bond, if Harrisburg -- strike
19 that.

20 Mr. Bond, your testimony is that
21 the MASN representatives knew that Harrisburg
22 was not being launched; correct?

1 A I think they should have known. I
2 can't testify as to their own state of mind.
3 Harrisburg was on their map. It's the capital
4 of Pennsylvania. I would assume that they
5 knew.

6 Q Well, in fact you are testifying
7 about their state of mind, aren't you?

8 A I think I said in here that they
9 should have known.

10 Q And in your declaration filed in
11 this proceeding last summer you said they
12 knew, didn't you?

13 A I'd have to relook at that. But
14 if it seems surprising to me that they didn't
15 know fo the existence of Harrisburg.

16 Q In paragraph 30 of your direct
17 testimony, Mr. Bond, you state that the
18 systems targeted by MASN's complaint have been
19 free to add the network at their discretion,
20 but most have elected not to do so, correct?

21 A Yes.

22 Q The systems cannot launch without

1 Comcast corporate approval, correct?

2 A Yes.

3 Q So if you say no, the individual
4 system cannot launch MASN, correct?

5 A Yes, but in cases where they asked
6 to launch we had said yes.

7 Q Mr. Bond, the parties have been in
8 dispute for quite some time, have they not?

9 A Yes.

10 Q Is it reasonable to suppose that
11 the individual systems would launch MASN in
12 these unlaunched areas unless they thought you
13 were going to approve them?

14 A I don't think that is accurate.

15 MR. FREDERICK: I have nothing
16 further, Your Honor.,

17 JUDGE SIPPEL: Any redirect?

18 Sorry. I was on a roll. I fell off.

19 CROSS-EXAMINATION BY COUNSEL FOR THE FCC

20 BY MR. SCHONMAN:

21 Q Hi, Mr. Bond.

22 A Hello.

1 Q I'm Gary Schonman, co-counsel for
2 the enforcement bureau. Nice to see you
3 again.

4 A Yes.

5 Q I'd like to revisit a matter that
6 Judge Sippel brought up earlier. And that has
7 to do with the relationship between CSN MA and
8 the corporate office, your office, as well as
9 the discussion about contracts and Harrisburg
10 and the legacy contract. Remember that?

11 A Yes, I do.

12 Q That long discussion. Let's start
13 with contracts, because I'm confused, and I'd
14 like the record to be as clear as possible on
15 this matter.

16 With regard to CSN MA, there was a
17 time when it was carrying the Baltimore
18 Orioles in the mid-Atlantic area. And if I
19 understand correctly, were there essentially
20 two contracts involved with CSN MA, one for
21 most of the coverage area, and then the
22 separate legacy contract in Harrisburg?

1 A Yes.

2 Q I got it on the first try; thank
3 you. All right. Now there came a time when
4 the Harrisburg legacy contract expired;
5 correct?

6 A Yes.

7 Q And the CSN MA and Comcast
8 continued to carry CSN MA on a premium tier;
9 is that correct?

10 A Not after the contract expired.

11 Q All right. Let's back up. During
12 the term of that contract CSN MA carried --
13 I'm sorry, Comcast carried CSN MA on a premium
14 tier in Harrisburg?

15 A They did.

16 Q At that time CSN MA was carrying
17 the Baltimore Orioles?

18 A Yes.

19 Q And when did that contract expire?

20 A 2007. The Orioles contract, is
21 that what you are asking, or the carriage
22 contract?

1 Q The carriage contract.

2 A Oh, I see, that was in 2005.

3 Apologize; I misunderstood the question.

4 Q Thank you. And in 2005 was CSN

5 Philly also being carried by Comcast in

6 Harrisburg?

7 A Yes.

8 Q And is it still being carried in

9 Harrisburg?

10 A Yes.

11 Q And CSN Philly carries the

12 Phillies --

13 A Yes.

14 Q -- ball team. So through 2005 was

15 there an overlap in Harrisburg? And by

16 overlap I mean CSN Philly and CSN MA were both

17 being carried in Harrisburg?

18 A Yes.

19 Q Was CNS Philly being carried on a

20 premium tier?

21 A No.

22 Q Was it -- it was being carried on

1 a widely distributed basic tier?

2 A Yes.

3 Q And it still is?

4 A Yes.

5 Q Now there came a time when the
6 contract for CSN MA expired in 2005?

7 A Yes.

8 Q And there came a time after that,
9 is this correct, when CSN MA requested to be
10 moved from a premium tier to a more widely
11 distributed basic tier?

12 A Yes.

13 Q And I'm going to morph now into
14 this relationship between CSN MA and the
15 corporate office, of which there was a lot of
16 discussion earlier. And I think what the
17 Judge was expressing concern about, and I
18 share the same concern in this relationship,
19 is how CSN MA, which I will compare to a
20 child, could dictate the terms of its carriage
21 to the corporate parent.

22 A Would you like me to explain it?

1 Q I would very much like you to
2 explain it.

3 A The carriage on a premium tier in
4 Harrisburg was a bit of a legacy. Most RSNs
5 are carried on a basic tier, like MASN was
6 carried on a basic tier. So in my view that
7 was really a legacy issue. So when CSN MA
8 said our business model like any RSN is to be
9 carried on an expanded basic tier, and I can't
10 allow you to carry on a premium tier because
11 if I allow you to carry on a premium tier then
12 that might impact my business. And so that
13 was a relatively straightforward explanation
14 to us, and we didn't feel like we could force
15 -- the cable didn't have the right to force
16 them to do it. So the choices really were
17 quite crystallized between drop or move to
18 expanded basic. And the judgment was made at
19 that time to live without the product and
20 simply drop it.

21 Q Was there an ultimatum given to
22 the corporate office that if you don't give us

1 a basic tier, we are going to deny the
2 corporation the right to carry us?

3 A It wasn't that abrupt. And I
4 wasn't -- just so it's clear, I really wasn't
5 involved in this. People on my team were
6 involved in it. But my understanding is, it
7 was a discussion between the folks who work
8 for me and someone from CSN MA about this
9 expiring contract. And it was all cordial and
10 straightforward. It wasn't in terms of an
11 ultimatum, but those were really the choices.

12 Q Did you participate in the
13 decision to not carry CSN any longer in
14 Harrisburg?

15 A No, the people who worked in my
16 department.

17 Q Do you have any understanding as
18 to whether the decision to drop CSN MA from
19 Harrisburg completely, do you have any
20 understanding as to whether that decision had
21 anything to do with any competition between
22 CSN MA and CSN Philly, which at the time were

1 both operating in Harrisburg?

2 A No, I think it was strictly a cost
3 decision.

4 Q Was there any effort on the part
5 of Comcast to establish CSN Philly as a
6 Philadelphia Phillies market rather than a
7 Baltimore Orioles market?

8 A No.

9 Q Mr. Bond, there was considerable
10 testimony about what you relied on in
11 determining demand. And it's unclear to me
12 exactly what it is you relied on in
13 determining what demand there was for
14 particular programming.

15 Do you rely on ratings?

16 A Ratings are relevant. They are
17 not terribly relevant. There are a lot of
18 factors that go into carriage decisions.

19 Q What is it you rely on in
20 determining whether the public is demanding a
21 program or not?

22 A Really, most of it comes from the

1 field organization. My job is principally one
2 of negotiating contracts.

3 Q But you only negotiate contracts
4 when you think there is a demand for the
5 product, correct?

6 A Yes.

7 Q What do you use to determine
8 whether there is demand for a product?

9 A It will come up from the field
10 organization. There will be talk in the field
11 organization. Some of them may be obvious,
12 such as in the case of an RSN where they have
13 local sports programming.

14 Q Would you characterize your
15 analysis as being reactive, in other words you
16 look at how many people have switched away
17 from Comcast to determine whether programming
18 is in demand or not?

19 A Yes.

20 Q But how do you determine whether
21 new programming is worth entering into an
22 affiliation contract with?